

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

**JEFFREY RICHARDSON; JACKIE
RICHARDSON; ASHLEY SMITH;
AND JENNIFER THOMAS,
INDIVIDUALLY AND AS THE
PARENT AND BEST FRIEND OF
MINORS JT AND JT**

PLAINTIFFS

VERSUS

CIVIL ACTION NO. 2:23-CV-02160

**SAMUEL TEFERA TESISA; LINAT
LOGISTICS, LLC; BALDEV SINGH;
AND TOOR FREIGHTLINES, INC.**

DEFENDANTS

ORDER APPROVING OF MINOR SETTLEMENT

THIS MATTER came before the Court on the Joint Motion of the Plaintiffs, Jennifer Thomas, as parent and best friend of minors JT and JT, and the co-movant Defendants, Samuel Tefera Tesisa and Linat Logistics, LLC, for approval of the proposed settlement of the said minors' claims asserted against said Defendants herein.

The Court finds that the said Motion is well taken, and that the same should be, and it is hereby, granted. The Court specifically finds the following:

1. Jurisdiction and venue are proper as the motor vehicle accident that is the subject of this lawsuit occurred in Memphis, Shelby County, Tennessee.
2. Jennifer Thomas is competent and is over the age of eighteen and is the mother, custodial parent and next friend of JT, her minor son, and JT, her minor daughter, respectively. Her son, JT's date of birth is February 19, 2012, and he is now twelve (12) years of age; her daughter, JT's date of birth is January 27, 2007, and she is now seventeen (17) years of age. The minor plaintiffs reside with their mother at 807 Praline Street, Marion, Arkansas 72364. The father of the minor

plaintiffs is Jeromy Thomas, who has filed his Joinder indicating his agreement to the request for relief sought by the mother herein.

3. Because the Plaintiff, Jennifer Thomas, is the natural parent of the minors JT and JT, pursuant to Tenn. Code Ann. § 34-1-107(2) and (3), the parties agree that it is in the best interest of the minors, JT and JT, that the requirement of a guardian ad litem be waived.

4. On December 9, 2022, JT and JT were passengers in the rear seat of a 2017 Mercedes GLS450 being operated by their mother, Jennifer Thomas, east-bound on Interstate 55, 250 feet west of the Metal Museum Drive exit, and these parties have asserted that vehicle was rear-ended by a tractor-trailer owned by Toor Freightlines, Inc., and driven by Baldev Singh, and that tractor-trailer was rear-ended by another tractor-trailer owned by Linat Logistics, LLC, and driven by Samuel Tefera Tesisa, all of which resulted in the injuries allegedly sustained by and/or claims of JT and JT.

5. As a result of the accident described above, although neither of the minor Plaintiffs was believed to be injured at the scene of the accident, and neither of the minor Plaintiffs has received any medical attention for any accident-related injuries after the occurrence of the accident, they were included as named Plaintiffs in the civil suit brought arising from the aforesaid accident, and offers have been made by the co-movant Defendants to resolve their claims against said co-movant Defendants accordingly. No medical treatment has been required for either minor Plaintiff subsequent to the accident on December 9, 2022, and it is believed that both minor Plaintiffs have no residual or ongoing issues related to the accident

whatsoever. No medical charges were incurred with regard to treatment of either minor Plaintiff for any injuries related to the accident.

6. The parties now jointly desire to enter into a settlement of all claims of any kind, and whatever nature, against the co-movant Defendants, arising from and related to the incident described in Paragraph 4 of this pleading, including, but not limited to, the pain and suffering which either JT or JT has suffered, in addition to any future medical treatment JT or JT may require, if any, and they seek Court approval of said settlement for the total amount of One Thousand and NO/100 Dollars (\$1,000.00) as to the claims of JT (the son), and the total amount of One Thousand and NO/100 Dollars (\$1,000.00) as to the claims of JT (the daughter), to be paid by Knight Specialty Insurance Company on behalf of its insureds, Linat Logistics, LLC, and Samuel Tefera Tesisa. Said settlement funds will be distributed as follows:

- a. \$333.33 to the plaintiffs' attorneys, Morgan & Morgan - Memphis, for their attorney's fees, on each of the aforesaid minors' settlements (total fees \$666.66), with no claim made for reimbursement of expenses related to said representation (a true and correct Final Settlement Ledger is attached as Exhibit "1" to the Motion filed with the Court);
- b. \$666.67 to Jennifer Thomas as parent and next friend and on behalf of JT, her minor son, and for the use and benefit of her minor son. Plaintiffs have represented there is no subrogation claim for Medicare or Medicaid, or any other governmental entity including TennCare, or any other insurer; and,

c. \$666.67 to Jennifer Thomas as parent and next friend and on behalf of JT, her minor daughter, and for the use and benefit of her minor daughter. Plaintiffs have represented there is no subrogation claim for Medicare or Medicaid, or any other governmental entity including TennCare, or any other insurer.

7. The Plaintiffs have submitted to the Court that the proposed settlement is fair and reasonable, pursuant to the provisions of T.C.A. 34-1-121, under the totality of the circumstances and that the approval of the same is in the best interest of the Minor Plaintiffs, JT and JT in this matter, and the Court so finds.

8. Plaintiffs have agreed to indemnify and hold harmless the Defendants, Linat Logistics, LLC, and Samuel Tefera Tesisa, and their insurance carrier, Knight Specialty Insurance Company, its affiliates, and any and all other persons, officers, directors, shareholders, executors, administrators, personal representatives, successors, assigns, agents, servants, employees and representatives of said company(s) for the above listed medical expenses, and any and all claims of any nature, including without limitation, any hospital liens and medical provider subrogation claims, and all governmental claims and/or liens including without limitation, any unknown TennCare subrogation claims for payments it made to or on behalf of the Plaintiffs, and health and insurance subrogation claims of any nature, and any other claims or liens including all attorney liens.

9. The Court finds that the proposed settlement agreement is to be final and binding upon Jennifer Thomas, and her minor children, Plaintiffs JT and JT,

and said Plaintiffs' agents, representatives, parents, guardians, heirs and assigns. The Plaintiffs understand and acknowledge the proposed settlement is a complete release and discharge of Linat Logistics, LLC, Samuel Tefera Tesisa, only, and their liability insurer, Knight Specialty Insurance Company, its affiliates, and any and all other persons, officers, directors, shareholders, executors, administrators, personal representatives, successors, assigns, agents, servants, employees and representatives of said company(s) from all claims, demands, damages, actions, or causes of actions arising out of the automobile accident that occurred on or about December 9, 2022, and described herein, on account of the injuries and damages sustained by the minor plaintiffs as a result of said accident. Upon payment of the amounts described above, the Plaintiffs shall be solely responsible and liable for any and all claims, subrogation claims, medical expenses, bills, and/or liens, either past or future.

10. Plaintiffs have verified in accordance with Tenn. Code Ann. § 71-5-117(g) that there is no TennCare subrogation interest in this matter.

11. The parties have agreed that the above-described settlement is a fair and appropriate amount to be paid as damages in this contested liability claim as against the co-movant Defendants, and the parties seek the approval of this Honorable Court together with the finding that such settlement is in the best interest of the minor Plaintiffs.

12. By her signature on the Motion, Jennifer Thomas, as natural parent, legal custodian, next friend, and on behalf of JT, her minor son, and JT, her minor daughter, understands that the entry of a judgment or decree pursuant to this Petition shall have the same force and effect as a judgment or decree

entered had the case been tried and that this matter shall be "res judicata," meaning that the matter has been brought before the Court, heard, and disposed of forever, foreclosing further litigation and claims from this occurrence as against the co-movant Defendants.

13. Upon the Court's approval of the proposed settlement, the parties have agreed to stipulate by their signatures on the Judgment approving the settlement that all matters, issues, and controversies among them have been compromised and settled on the terms stated above. No other expenses or fees will be paid to, or on behalf of Plaintiffs, by or on behalf of the Defendants, Linat Logistics, LLC, Samuel Tefera Tesis, and/or Knight Specialty Insurance Company, for any expenses and damages arising out of the December 9, 2022 automobile accident. Court costs, if any, attendant to this Motion, shall be charged to and paid by Defendants' attorney c/o Timothy D. Crawley, Anderson Crawley & Burke, PLLC, P.O. Box 2540, Ridgeland, Mississippi 39158-2540. Plaintiffs will bear their own discretionary fees and costs (if any).

14. The settlement and judgment requested herein relates to the minor plaintiffs' claims against Linat Logistics, LLC, Samuel Tefera Tesis, and/or Knight Specialty Insurance Company, its affiliates, and any and all other persons, officers, directors, shareholders, executors, administrators, personal representatives, successors, assigns, agents, servants, employees and representatives of said company(s), only, and shall not impair any right of action or subrogation against any other persons or entities which may have been responsible for the injuries and damages of the minor plaintiffs.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Motion for Approval of Minors' Settlement for the minor Plaintiffs, J.T. (the son) and J.T. (the daughter) is hereby approved, for the reasons set forth herein. It is, further,

ORDERED AND ADJUDGED that the co-movant Defendants shall issue payment to the movant Plaintiffs as follows:

\$1,000.00 to the Plaintiff, Jennifer Thomas, as parent, next friend and natural guardian of J.T., her minor son; and,

\$1,000.00 to the Plaintiff, Jennifer Thomas, as parent, next friend and natural guardian of J.T., her minor daughter.

IT IS FURTHER, ORDERED AND ADJUDGED, that the Plaintiff, Jennifer Thomas, in her representative capacities and on behalf of her minor children Plaintiffs herein, shall distribute the sum of \$666.66 to her attorneys, Morgan & Morgan – Memphis, LLC, as its fees herein, and the balance of \$666.67 to be held for the use and benefit of her minor son, J.T., until he reaches the age of eighteen (18), then to be paid to him, and the balance of \$666.67 to be held for the use and benefit of her minor daughter, J.T., until she reaches the age of eighteen (18), then to be paid to her, in accordance with the Court's ruling herein.

IT IS, FURTHER, ORDERED AND ADJUDGED that this lawsuit as against the co-movant Defendants, only, is hereby dismissed, with prejudice, the case to remain pending as between the remaining parties herein.

SO ORDERED AND ADJUDGED, this the 29th day of February, 2024.

s/Tu M. Pham
UNITED STATES MAGISTRATE JUDGE

APPROVED AND AGREED:

/s/ Quinton Thompson
Quinton Thompson, BPR #24807
Attorney for Plaintiffs

/s/Timothy D. Crawley
Timothy D. Crawley, BPR #35576
Attorney for co-movant
Defendants